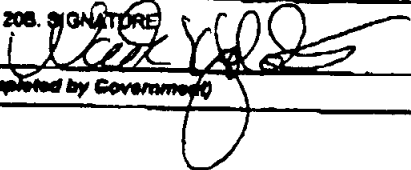



<b>SOLICITATION, OFFER, AND AWARD</b> (Construction, Alteration, or Repair)		1. SOLICITATION NO. DACW67-02-R-0026	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 13-Jun-2002	PAGE OF PAGES 1 OF 108
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.					
4. CONTRACT NO. DACW67-02-C-0017		5. REQUISITION/PURCHASE REQUEST NO. W88MD6-2037-2100		6. PROJECT NO.	
7. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENW6-CT P.O. BOX 3755 SEATTLE WA 98124-3755 TEL: 206-764-3772 FAX: 206-764-8817		CODE DACW67		8. ADDRESS OFFER TO (If Other Than Item 7) CODE See Item 7 TEL: FAX:	
9. FOR INFORMATION CALL:		A. NAME BONILIE L LACKEY		B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (206) 764-4481	
<b>SOLICITATION</b>					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".					
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):  Furnish all labor, materials and equipment and perform all for work for Design/Build Air Fire Depot Coordination Center, Missoula, Montana in accordance with the attached Contract Clauses, Special Clauses, Technical Specifications and Drawings  1. Solicitation DACW67-02-R-0026 dated 13 June 2002 with 2 amendments hereto.  2. Wage Determinations: MT020001 with 1 modification and MT020033 with 1 modification.  3. Drawings as listed in Section 00800.  4. See page 00010-3a thru 00010-3d for Alterations to Contract.					
11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>160</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See _____.)					
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO					12B. CALENDAR DAYS 8
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>2</u> copies to perform the work required are due at the place specified in Item 8 by <u>02:00 PM</u> (hour) local time <u>03 Jul 2002</u> (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>90</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.					

SEP-09-2002 MON 10:58 AM

FAX NO.

P. 04

SOLICITATION, OFFER, AND AWARD (Continued)									
(Construction, Alteration, or Repair)									
OFFER (Must be fully completed by offeror)									
14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)					15. TELEPHONE NO. (Include area code)				
MCS Environmental, Inc. 5562 Alloy South Missoula, MT 59808					(406) 728-7755				
16. REMITTANCE ADDRESS (Include only if different than Item 14)					See Item 14				
CODE		FACILITY CODE							
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within <u>90</u> calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirements stated in Item 130. Failure to insert any number means the offeror accepts the minimum in Item 130.)									
AMOUNTS		SEE SCHEDULE OF PRICES							
18. The offeror agrees to furnish any required performance and payment bonds.									
19. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)									
AMENDMENT NO.	0001	0002							
DATE	7/19/02	7/26/02							
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Wade K. Johnston, President					20B. SIGNATURE 			20C. OFFER DATE 8/30/02	
AWARD (To be completed by Government)									
21. ITEMS ACCEPTED: See Alterations in Contract									
22. AMOUNT \$932,000.00		23. ACCOUNTING AND APPROPRIATION DATA See Alterations in Contract							
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM 26		25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)				
26. ADMINISTERED BY United States Army Corps of Engineers Seattle District Northwest Area Office PO Box 92146 Tillicum, WA 98492-0146			27. PAYMENT WILL BE MADE BY: CODE US Army Corps of Engineers Finance Center CEPC-A0-P 5722 Integrity Drive Millington, TN 38054						
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE									
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office) Contractor agrees to furnish and deliver all items or perform all work, regulations included on the form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) the contract award, (b) the solicitation, and (c) the relevant representations, certifications, and specifications or incorporated by reference in or attached to this contract.					<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award constitutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.				
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)					31A. NAME OF CONTRACTING OFFICER (Type or print) CHERYL A. ANDERSON				
30B. SIGNATURE		30C. DATE			31B. UNITED STATES OF AMERICA BY 			31C. AWARD DATE 13 Sept 2002	

NSN 7540-01-156-3212

STANDARD FORM 1442 BACK (REV. 4-85)

## ALTERATIONS IN CONTRACT

(FAR 52.252-4) (APR 1984)

PORTIONS OF THIS CONTRACT ARE ALTERED AS FOLLOWS:

1. Refer to SF 1442, BLOCK 23, Accounting and Appropriation data is as follows:

96X31220000 082433      3230GC73LG0WDD0A      NA      96453      \$932,000.00

2. Items accepted: Base Line Items 0001 – 0004 and Optional Item 0008.
3. Revised drawings from Amendment 0001 dated 19 July 2002 were forwarded in hard copy format under separate cover.

The negotiated price includes the following deviations from the amended solicitation.

1. **(00820-7,25)** The project has been estimated using the costs associated with providing a separate building to house the backflow assemblies in lieu of placing the backflow assemblies inside the Coordination Center Mechanical Room. A narrative describing the separate building and the cost savings associated with the alternative location is attached.
2. **(01451-1:5)** One (1) person will fill the Project Superintendent & CQC System Manager roles.
3. **(00820-5)** Excess excavated earth materials will be disposed of on-site at a location determined by the Owner.
4. **(00890-3)** Existing trees to be removed will be limbed and disposed of on-site.
5. **(00820-6)** Under the direction and approval of the Structural Engineer, pit run gravel will be used for most backfilling.
6. **(00820-10)** Access flooring will not be provided in the Classroom. In-floor duct will be installed to accommodate the specified data requirements.
7. **(00820-16)** Commercial grade, roll-type carpet will be installed in lieu of carpet tiles. The carpet proposed will be a 26-28 oz., nylon loop, multi-colored roll carpet with a 10-year limited product warranty and a 1-year installation warranty. The use of chair rollers without chair pads will void the carpet warranty. According to the carpet suppliers contacted by MCS, the use of chair rollers compromises the product warranty for most types of carpets, including carpet tile.
8. **(00820-16)** Recessed entry mats will not be provided at entry vestibules.

9. **(00820-16)** Commercial grade, patterned vinyl sheet flooring will be provided in lieu of vinyl tile.
10. **(00890-15)** Epoxy coatings will be used in lieu of ceramic wall tiles.
11. **(00890-17)** Corner guards will not be provided.
12. **(00820-12)** Visual display boards will not be provided.
13. **(00890-8)** Hardwood window and door trim will not be provided. Windows will be wrapped with GWB in lieu of hardwood trim. Hollow metal door jams will be painted to match interior building trim.
14. **(00820-12)** Bookshelves will not be provided.
15. **(00820-13)** Modular cabinetry and countertops will not be provided for the Copy Area.
16. **(00820-11)** Docking station cabinetry and countertops will not be provided.
17. **(00820-12)** Supply Room shelving will not be provided.
18. **(00890-19)** Window blinds will not be provided.
19. **(00820-10)** Projector, screen and partition supports will not be provided. The building's structural components will be designed to accommodate the future addition of these items.
20. **(00820-16)** Grade II, heavy duty steel doors and frames will be installed in lieu of aluminum storefronts.
21. **(00820-16)** Interior and exterior doorframes will not be grouted.
22. **(00820-16) The total number of vinyl windows will be reduced to fourteen (14).**
23. **(00820-10)** The entire Chair and Table Storage Area will not be provided.
24. **(00820-14)** The exterior door to the 1<sup>st</sup> floor Mechanical Room will not be provided (interior access to the Mechanical Room will be provided).
25. **(01061-3)** The Contractor will not be required to obtain a General Discharge Permit for Storm Water Associated with Construction Activity.
26. **(00820-15) Integral canopies at main & secondary entries will be provided.**
27. **(01001-2)** The Contractor shall not provide all equipment, materials, and trained personnel to visually and audibly record (video tape) all on-site O&M training sessions for this contract.

28. (01001-2) The Contractor will not be required to complete a training plan.
29. (01501-2) The Contractor will not be required to submit a detailed written plan for housekeeping and clean-up. In lieu of this requirement, the Contractor's Corporate Health & Safety Plan will be submitted, which addresses housekeeping and job site clean-up.
30. (01703-1) The Contractor will not be required to develop the Warranty Management Plan. Warranty information will be included in the O&M Manuals, as per specifications listed on 07101-5.
31. The Contractor will not be required to submit a Site Specific Accident Prevention Plan. The Contractor's Corporate Health & Safety Plan addresses the occupational hazards associated with general construction. All personnel working on the project will be required to acknowledge reading and understanding the Corporate Health & Safety Plan.
32. (01320) Microsoft Project will be an acceptable computer software system for developing and maintaining the Project Schedule(s).
33. (00820-11) A 4' x 7" interior door will be installed in place of the double doors at the Computer Specialist's Office.
34. (00820-16) The south entrance double door will remain, with only one of the doors to be operational (locks, hardware etc.).
35. (00820-21) Hot water will not be piped to exterior hose bibs.
36. (00820-16) All ceilings (except in the stairwell) will be suspended acoustical ceilings, installed according to 00890-15.
37. (00820-15) The exterior cladding system will consist of 24 gauge metal panels on the top portion of the building and a Hardi Board finish system on the bottom. At the Owner's request, the two exterior cladding systems may be reversed (i.e. metal on the bottom, Hardi Board on top).
38. (00820-16) The floor finishes for the entire 1<sup>st</sup> Floor will consist of sealed concrete, carpet and vinyl flooring, per the SOW and this letter.
39. (00820-11) Both 1<sup>st</sup> Floor bathrooms will be finished.
40. (00820-20) The enclosed proposal does not include contingencies for cold weather concrete work, except concrete blankets. Monetary modification of the contract will be necessary if the concrete work should occur during cold weather and cold weather protection (beyond covering) of the concrete becomes necessary (i.e. tenting, heating, admixtures, etc.).
41. (00820-26) Schedule 40 PVC ductbank for primary power will not be concrete encased.
42. (00820-28) An emergency power circuit from the existing emergency generator and a

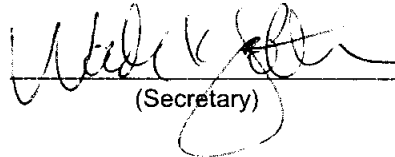
200-amp transfer switch will be provided. 2 ½ inch PVC conduit will be installed between the Loft Building and the new Coordination Center to accommodate the future connection of the Coordination Center to backup power.

43. (00820-28:30) The buildings lighting plan will not be revised without approval of the Owner.
44. (00820-31) Clock outlets will be provided.
45. (00820-32) Telephone and data lines will not be terminated at the Communications Room.
46. (00820-34) The phone access system will be provided.
47. (00820-29:31) Electrical trim-out will be provided in the Classroom or Computer Specialists Office.
48. (00820-28) Underground conduits and elbows will not be concrete encased.
49. (00820-27) Electrical service will be 600 Amp.
50. (00820-24) Acoustical liners in duct system will be installed so that the duct is only lined within 10 feet of the furnace(s).
51. (00820-23) Economizers will not be included with the HVAC system.
52. (00820-23) Energy modeling of the building using computer modeling will not be provided. A Bin Method analysis will be provided.
53. The Owner will supply MCS Environmental, Inc. and subcontractors with reasonable access to power and water throughout the duration of the project.
54. (01702-3.1.2) When submitted drawings are accepted the contractor shall furnish the accepted drawings and two CD- ROM's with the contract design drawing files in the AutoCAD format as indicated in this section.
55. (00820-3.6.5) Asphalt shingles shall be a minimum 300# per square.

IF THE CONTRACTOR IS A CORPORATION OR PARTNERSHIP, THE APPLICABLE PORTION OF THE FORM LISTED BELOW MUST BE COMPLETED. IN THE ALTERNATIVE, OTHER EVIDENCE MUST BE SUBMITTED TO SUBSTANTIATE THE AUTHORITY OF THE PERSON SIGNING THE CONTRACT. IF A CORPORATION, **THE SAME OFFICER SHALL NOT EXECUTE BOTH THE CONTRACT AND THE CERTIFICATE.**

### CORPORATE CERTIFICATE

I, Wade K. Johnston, certify that I am the appointed Secretary of the Corporation named as Contractor herein; that Wade K. Johnston, who signed this contract on behalf of the Contractor was then President of said corporation; that said contract was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

 (CORPORATE SEAL)  
(Secretary)

### AUTHORITY TO BIND PARTNERSHIP

This is to certify that the names, signatures and Social Security Numbers of all partners are listed below and that the person signing the contract has authority actually to bind the partnership pursuant to its partnership agreements. Each of the partners individually has full authority to enter into and execute contractual instruments on behalf of said partnership with the United States of America, except as follows: (state "none" or describe limitations, if any) \_\_\_\_\_

This authority shall remain in full force and effect until such time as the revocation of authority by any cause whatsoever has been furnished in writing to, and acknowledged by, the Contracting Officer.

(Names, Signatures and Social Security Numbers of all Partners)

NAME	SIGNATURE	SOCIAL SECURITY NO.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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AUG-30-2002 FRI 02:13 PM MCS

FAX NO. 4067287367

P. 02

DACW67-02-C-0017

02017/C6

Design-Build: Missoula Fire and Technology Center Coordination Center, Missoula, MT

**SCHEDULE**

Item No.	Description of Item	Quantity	Unit	Unit Price	Amount
<b>BASE ITEMS</b>					
0001	Provide all labor, professional services, materials equipment and transportation necessary for the complete design (including professional oversight services during construction), of the Coordination Center, USFS Missoula Fire & Technology Center, as described herein and as further required to provide for development in accordance with the Contractor's proposed design and construction schedule	1	JOB	L.S.	<u>\$ 70,421.08</u>
0002	Provide all labor, material, equipment, and transportation necessary for the complete construction and equipping of the Coordination Center, USFS Missoula Fire & Technology Center, including all related site work, utility work and assembly and installation of Government furnished items, as described herein and as further required to provide for development in accordance with the Contractor's proposed design and construction schedule, except for items 0003 through 0005	1	JOB	L.S.	<u>\$ 840,515.80</u>
0003	All Work for As-Built Drawings as specified in Section 01702 from preparation to final approval	1	JOB	L.S.	\$ -
0004	All Work for O&M Manuals as specified in Section 01701 from preparation to final approval	1	JOB	L.S.	\$ 5,000.00
<b>TOTAL BASE ITEMS</b>					<u>\$ 915,936.88</u>
<b>OPTIONAL ITEMS</b>					
0005	All Work to Provide Partition Wall System	1	JOB	L.S.	<u>\$ 23,888.66</u>
0006	All Work to Design and Install Fire Protection Sprinkler System	1	JOB	L.S.	<u>NA per SOW</u>
0007	All Work to Design and Install Fire Detection and Alarm System	1	JOB	L.S.	<u>\$ 17,484.08</u>
0008	All Work to Provide Complete First Floor Finishes	1	JOB	L.S.	<u>\$ 18,083.14</u>
<b>TOTAL OPTIONAL ITEMS</b>					<u>\$ 57,416.91</u>
<b>TOTAL BASE AND OPTIONAL ITEMS</b>					<u>\$ 973,353.77</u>

NOTE: The dollar amounts established in Items No. 0003 and 0004 shall not be revised by bidders.

